



RFQ No. DACW67-02-Q-0060

**US Army Corps  
of Engineers®**  
Seattle District

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**Project: JANITORIAL SERVICE**

**Location: Fort Lewis, Washington**

**SERVICE SOLICITATION  
AND SPECIFICATIONS**

**Closing Date: 22 APRIL 2002**

**Closing Time: 9:00 AM LOCAL TIME**

**REMARKS: Quotes may be faxed to (206) 764-6817, Attention: Jackie Johnson, or mailed to US Army, Corps of Engineers, Seattle District, Attention: Jackie Johnson, P.O. Box 3755, Seattle, WA 98124-3755.**

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER W68MD9-2074-4449		PAGE 1 OF 31	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER DACW67-02-Q-0060	
7. FOR SOLICITATION INFORMATION CALL		a. NAME JACQUELINE W JOHNSON				b. TELEPHONE NUMBER (No Collect Calls) 206-764-6693	
9. ISSUED BY  USA ENGINEER DISTRICT, SEATTLE ATTN: CENWS-CT P.O. BOX 3755 SEATTLE WA 98124-3755  TEL: 206-764-3772 FAX: 206-764-6817		CODE DACW67		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE: 100%FOR <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input type="checkbox"/> 8(A)  SIC: 7349 SIZE STANDARD: \$12 M		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	
						12. DISCOUNT TERMS	
						13 a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	
						13 b. RATING	
						14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO SUPPLY & FACILITIES MGMT BR. 4735 E. MARGINAL WAY S. SEATTLE WA 98134-2385		CODE G370F00		16. ADMINISTERED BY  <b>SEE ITEM 9</b>			
17 a. CONTRACTOR/ CODE OFFEROR		FACILITY CODE		18 a. PAYMENT WILL BE MADE BY  CODE			
TEL.							
<input type="checkbox"/> 17 b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18 b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18 a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/ SERVICES		21 QUANTITY		22. UNIT	
		<b>SEE SCHEDULE</b>				23. UNIT PRICE	
						24. AMOUNT	
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT	
<input type="checkbox"/> 27 a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED.						ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
<input type="checkbox"/> 27 b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED.						ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 2 COPIES <input checked="" type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30 a. SIGNATURE OF OFFEROR/CONTRACTOR				31 a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30 b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30 c. DATE SIGNED		31 b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)		31 c. DATE SIGNED	
32 a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED				33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		34. VOUCHER NUMBER	
						35. AMOUNT VERIFIED CORRECT FOR	
32 b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE		32 c. DATE		36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER	
41 a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER	
41 b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41 c. DATE		42a. RECEIVED BY (Print)		40. PAID BY	
				42b. RECEIVED AT (Location)			
				42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS	

AUTHORIZED FOR LOCAL REPRODUCTION

## SECTION SF 1449 CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		1.00	Lump Sum		

JANITORIAL SERVICE SCHEDULE A - BASE YEAR  
 FFP - PROVIDE ALL LABOR AND NON-PERSONAL JANITORIAL SERVICE  
 AND MATERIALS AT THE NORTH FORT LEWIS RESIDENT OFFICE,  
 LOCATED AT 13C22, 41ST AND 32ND DIVISION. THE OFFICE IS  
 OCCUPIED DAILY BY FIVE (5) OFFICE PERSONNEL. SERVICES SHALL BE  
 PERFORMED IN ACCORANCE WITH THE ENCLOSED STATEMENT OF  
 WORK. WASHINGTON STATE WAGE DETERMINATION NO. 94-2567 REV  
 (19) DATED 07/13/2001 INCORPORATED HEREIN.

PROVIDE JANITORIAL SERVICE AS IDENTIFIED FOR THE PERIOD OF **01 MAY 2002 THROUGH 30 APRIL 2003.**

RATE: 12 MO. X @ \$ \_\_\_\_\_ = TOTAL \$ \_\_\_\_\_

STRIP, WAX AND BUFF FLOORS:

RATE: 3 X @ \$ \_\_\_\_\_ JOB = TOTAL \$ \_\_\_\_\_

PURCHASE REQUEST NUMBER W68MD9-2074-4449

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002			Lump Sum		

OPTION YEAR - SCHEDULE B  
 FFP - MOST CURRENT WAGE DETERMINATION AT AWARD RENEWAL  
 SHALL COMPLY. PROVIDE JANITORIAL SERVICE AS IDENTIFIED FOR  
 THE PERIOD OF **01 MAY 2003 THROUGH 30 APRIL 2004.**

RATE: 12 MO. X @ \$ \_\_\_\_\_ = TOTAL \$ \_\_\_\_\_

STRIP, WAX AND BUFF FLOORS:

RATE: 3 JB X @ \$ \_\_\_\_\_ = TOTAL \$ \_\_\_\_\_

PURCHASE REQUEST NUMBER W68MD9-2074-4449

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003			Lump Sum		

OPTION YEAR - SCHEDULE C  
 FFP - MOST CURRENT WAGE DETERMINATION AT AWARD RENEWAL  
 SHALL COMPLY. PROVIDE JANITORIAL SERVICE AS IDENTIFIED FOR  
 THE PERIOD OF **01 MAY 2003 THROUGH 30 APRIL 2004.**

RATE: 12 MO. X @ \$ \_\_\_\_\_ = TOTAL \$ \_\_\_\_\_

STRIP, WAX AND BUFF FLOORS:

RATE: 3 JB X @ \$ \_\_\_\_\_ = TOTAL \$ \_\_\_\_\_

PURCHASE REQUEST NUMBER W68MD9-2074-4449

NET AMT

## CLAUSES INCORPORATED BY REFERENCE:

52.212-1	Instructions to Offerors--Commercial Items	OCT 2000
52.232-23	Alt I Assignment of Claims (Jan 1986) - Alternate I	APR 1984
52.236-13	Accident Prevention	NOV 1991
52.243-1	Changes--Fixed Price	AUG 1987
52.243-5	Changes and Changed Conditions	APR 1984
52.249-1	Termination For Convenience Of The Government (Fixed Price) (Short Form)	APR 1984
52.252-1	Solicitation Provisions Incorporated By Reference	FEB 1998

## CLAUSES INCORPORATED BY FULL TEXT

Request for a copy of Request for Quote can be made by fax at: 206/764-6817, Attn: Jackie Johnson.

**Small Business Set-Aside Only - Large Business Will Not be Considered.**

1. REPRESENTATIONS AND CERTIFICATIONS CONTAINED HEREIN MUST BE COMPLETED BY QUOTERS AND RETURNED WITH OFFERS.

2. MARKINGS OF QUOTE ENVELOPES, QUOTES SHALL BE PLAINLY MARKED AS FOLLOWS:

QUOTE FOR: JANITORIAL SERVICES, FT LEWIS RESIDENCE  
REQUEST FOR QUOTATION NO. DACW67-02-Q-0060  
CLOSING DATE AND TIME: **22 APRIL 2002 9:00 AM**

AMENDMENTS NUMBERED \_\_\_\_\_ WILL BE ACCEPTED UNTIL THE TIME AND DATE FOR CLOSING.

3. FAXED QUOTES SHALL BE ACCEPTED BEFORE CLOSING AT FAX: (206) 764-6817 ATTN: JACKIE JOHNSON. MAILED QUOTES SHALL BE ACCEPTED BEFORE CLOSING @ US ARMY CORPS OF ENGINEERS, SEATTLE DISTRICT, PO BOX 3755 SEATTLE, WA 98124. PHYSICAL: 4735 E MARGINAL WAY S., SEATTLE, WA 98134-2385. PLEASE REFERENCE BY RFQ NO. DACW67-02-Q-0060.

4. ANY CONTRACTOR RECEIVING AN AWARD IS REQUIRED TO BE REGISTERED IN THE CCR (CENTRAL CONTRACTING REGISTRY).

5. OFFEROR'S ARE REQUIRED TO SUBMIT BIDS FOR BASE YEAR AND ALL OPTION YEAR(S). FOR GOVERNMENT IS LIKELY TO EXERCISE THE OPTIONS AT THE END OF BASE YEAR.

CONTRACTOR IS REQUIRED TO PROVIDE THE FOLLOWING INFORMATION WITH YOUR QUOTE:

FEDERAL TAX ID NUMBER: \_\_\_\_\_

DUN AND BRADSTREET NUMBER: \_\_\_\_\_  
CONTRACTOR CAN OBTAIN DUNS NUMBER BY CALLING 800/333-0505

IS CONTRACTOR REGISTERED IN THE CCR? YES / NO

CCR NO. \_\_\_\_\_

**PROSPECTIVE OFFERORS:** THE DIRECTOR OF DEFENSE PROCUREMENT HAS ISSUED A FINAL RULE AMENDING THE DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT (DFARS) TO REQUIRE CONTRACTORS TO BE REGISTERED IN THE DOD CENTRAL CONTRACTOR REGISTRATION (CCR) FOR AWARDS RESULTING FROM SOLICITATION ISSUED AFTER MAY 31, 1998.

THIS RULE MORE EFFICIENTLY IMPLEMENTS THE DEBT COLLECTION IMPROVEMENT ACT OF 1996 AS IT REQUIRES CONTRACTORS TO BE REGISTERED IN CCR FOR CONSIDERATION OF FUTURE SOLICITATIONS, AWARDS, AND PAYMENT. REGISTRATION IS REQUIRED PRIOR TO AWARD OF ANY CONTRACT, BASIC AGREEMENT, BASIC ORDERING AGREEMENT, OR BLANKET PURCHASE AGREEMENT FROM A SOLICITATION ISSUED AFTER MAY 31, 1998. LACK OF REGISTRATION IN THE CCR DATABASE WILL MAKE AN OFFER INELIGIBLE FOR AWARD.

THE CCR WEB SITE MAY BE ACCESSED AT <http://ccr/edi/.disa.mil/>. YOU MAY CALL 1-888-227-2423 TO OBTAIN A REGISTRATION PACKET OR REGISTER ONLINE AT [www.acq.osd.mil/ec](http://www.acq.osd.mil/ec).

## INSTRUCTION, CONDITIONS, AND NOTICES TO FIRMS

### Introduction

This request for Quotation contains evaluation factors for the Janitorial Services identified in the enclosed Statement of Work. The Government reserves the right to make an award, or multiple awards, as determined to be the most advantageous to the Government based on Best Value Evaluation Factors.

#### The following factors shall be used to evaluate offers:

In accordance with the provisions contained herein the Government will select the most advantageous offer based on the merit of past performance, and cost. To be considered for award, responses shall conform to the terms and conditions contained in this solicitation. If multiple locations are identified contractors are not required to bid on all locations however, each location must have a price submitted for both base and option year(s). The evaluation process used to determine the most advantageous offer is as follows:

1. **Selection Board.** The Contracting Officer may establish a selection board to conduct an evaluation of each quote received in response to this solicitation. The evaluation will be based exclusively on the merits and content of the quote. The Board will not consider any information incorporated by reference or otherwise referred to by the firm. The individual evaluations regarding the firms Past Performance will be used by the Board to determine an overall rating.

The following rating system will be used: 1) Green- evaluations of "Excellent" on all elements, 2) Amber – evaluation containing "Good" on any element, and 3) Red – evaluation containing "poor" or "unsatisfactory" on any element.

2. **Evaluation Factors.** In descending order of preference, based on the criteria below, overall ratings are evaluated as follows:

**Past Performance/Experience.** The questionnaire, incorporated herein, will be used to evaluate your past performance. The questionnaire covers four elements, listed in descending order of preference: 1) Quality of Service, 2) Timeliness of Performance, 3) Timeliness of Corrective Actions, and 4) Customer Satisfaction. Your firm must provide the information on the questionnaire to at least three references that can evaluate your firm's performance for janitorial services accomplished within the last five (5) years. The references will provide a written response to the questions using the following terms: "excellent", "good", "poor", or "unsatisfactory" to describe your work. All completed

questionnaires shall be submitted via fax or U.S. Mail from the individual completing the evaluation. All responses must be received in this office not later than the closing date and time for the solicitation. All responses must identify your company name and the solicitation number. The individual completing the questionnaire must identify their company name and address. Each questionnaire must be signed and dated; the evaluator's name and telephone number must be clearly printed. Note: References may be contacted.

#### Definitions of above evaluation ratings:

**Excellent:** Exceeds over and above requirements  
**Good:** Meets and fairly exceeds requirements  
**Poor:** Meets below requirements  
**Unsatisfactory:** Requirement not Met

3. **Price.** Price is considered secondary to the past performance and will be independently evaluated to determine whether the proposed price is reasonable and to aid in the determination of the offeror's understanding of the work and ability to perform the contract. Price will be evaluated inclusive of the optional year(s).
4. **Best Value Analysis.** The Government is more concerned with obtaining superior technical features than with making award at the lowest overall cost to the Government. In determining the best value to the Government the tradeoff process of evaluation will be utilized. The tradeoff process permits tradeoffs among price and non price factors and allows the government to consider award to other than the lowest priced offeror. You are advised that greater consideration will be given to the evaluation of the contractors past performance rather than price. It is pointed out, however, that should technical competence between offerors be considered approximately the same, the cost or price could be more important in determining award. It is the intent of the Government to make award abased upon initial offers, without further discussions or additional information.
5. **Basis of Award.** Award shall be made to a higher rated offeror and may be awarded to a higher priced offeror if the offer is sufficiently more advantageous to the Government, in as much, to justify the payment of a higher price. The degree of importance of cost as a factor shall become more important when past experience and performance are relatively equal in merit. Prices quoted for this project reflects all cost associated with the work required to complete the tasks identified in the Scope of Work and will be evaluated to reflect the contractor's understanding of the service requirements, as well as the potential to provide the best value to the Government.

**QUESTIONNAIRE – CONTRACTOR'S PAST EXPERIENCE  
(OFFEROR'S REFERENCE MUST COMPLETE THIS PORTION)**

**Contractor #1**

OFFEROR NAME: \_\_\_\_\_

AGENCY/COMPANY THAT WORK WAS PERFORMED FOR: \_\_\_\_\_

POINT OF CONTACT &amp; TELEPHONE NUMBER: \_\_\_\_\_

DATES SERVICES PROVIDED: \_\_\_\_\_

BRIEF DESCRIPTION OF SERVICES PROVIDED: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
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**CONTRACTOR'S PAST PERFORMANCE  
(CONTRACTOR'S REFERENCE WILL COMPLETE THIS PORTION)**

POINT OF CONTACT: \_\_\_\_\_

**PAST PERFORMANCE:**

1. **QUALITY OF SERVICE PROVIDED:** Complies with contract requirements, providing quality workmanship, responsiveness to questions and concerns.  
☐ Excellent ☐ Good ☐ Fair ☐ Poor ☐ Unsatisfactory
2. **TIMELINESS OF PERFORMANCE:** Adheres to duties and tasks in appropriate timeliness, including aspects of performance, and resolution to questions or problems.  
☐ Excellent ☐ Good ☐ Fair ☐ Poor ☐ Unsatisfactory
3. **TIMELINESS OF CORRECTIVE ACTIONS:** Provides customer satisfaction in a timely manner, flexible, effectively recommended solutions.  
☐ Excellent ☐ Good ☐ Fair ☐ Poor ☐ Unsatisfactory
4. **CUSTOMER SATISFACTION:** Uses sound judgement in addressing customer concerns providing best efforts for a win/win outcome.  
☐ YES ☐ NO

**Thank you for your time in answering these questions. A member of our staff may call for confirmation.**



**QUESTIONNAIRE – CONTRACTOR'S PAST EXPERIENCE  
(OFFEROR'S REFERENCE MUST COMPLETE THIS PORTION)**

**Contractor #2**

OFFEROR NAME: \_\_\_\_\_

AGENCY/COMPANY THAT WORK WAS PERFORMED FOR: \_\_\_\_\_

POINT OF CONTACT &amp; TELEPHONE NUMBER: \_\_\_\_\_

DATES SERVICES PROVIDED: \_\_\_\_\_

BRIEF DESCRIPTION OF SERVICES PROVIDED: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
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**CONTRACTOR'S PAST PERFORMANCE  
(CONTRACTOR'S REFERENCE WILL COMPLETE THIS PORTION)**

POINT OF CONTACT: \_\_\_\_\_

**PAST PERFORMANCE:**

5. **QUALITY OF SERVICE PROVIDED:** Complies with contract requirements, providing quality workmanship, responsiveness to questions and concerns.

☐ Excellent ☐ Good ☐ Fair ☐ Poor ☐ Unsatisfactory

6. **TIMELINESS OF PERFORMANCE:** Adheres to duties and tasks in appropriate timeliness, including aspects of performance, and resolution to questions or problems.

☐ Excellent ☐ Good ☐ Fair ☐ Poor ☐ Unsatisfactory

7. **TIMELINESS OF CORRECTIVE ACTIONS:** Provides customer satisfaction in a timely manner, flexible, effectively recommended solutions.

☐ Excellent ☐ Good ☐ Fair ☐ Poor ☐ Unsatisfactory

8. **CUSTOMER SATISFACTION:** Uses sound judgement in addressing customer concerns providing best efforts for a win/win outcome.

☐ YES ☐ NO

**Thank you for your time in answering these questions. A member of our staff may call for confirmation.**

**QUESTIONNAIRE – CONTRACTOR'S PAST EXPERIENCE  
(OFFEROR'S REFERENCE MUST COMPLETE THIS PORTION)**

**Contractor #3**

OFFEROR NAME: \_\_\_\_\_

AGENCY/COMPANY THAT WORK WAS PERFORMED FOR: \_\_\_\_\_

POINT OF CONTACT &amp; TELEPHONE NUMBER: \_\_\_\_\_

DATES SERVICES PROVIDED: \_\_\_\_\_

BRIEF DESCRIPTION OF SERVICES PROVIDED: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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**CONTRACTOR'S PAST PERFORMANCE  
(CONTRACTOR'S REFERENCE WILL COMPLETE THIS PORTION)**

POINT OF CONTACT: \_\_\_\_\_

**PAST PERFORMANCE:**

9. QUALITY OF SERVICE PROVIDED: Complies with contract requirements, providing quality workmanship, responsiveness to questions and concerns.

☐ Excellent ☐ Good ☐ Fair ☐ Poor ☐ Unsatisfactory

10. TIMELINESS OF PERFORMANCE: Adheres to duties and tasks in appropriate timeliness, including aspects of performance, and resolution to questions or problems.

☐ Excellent ☐ Good ☐ Fair ☐ Poor ☐ Unsatisfactory

11. TIMELINESS OF CORRECTIVE ACTIONS: Provides customer satisfaction in a timely manner, flexible, effectively recommended solutions.

☐ Excellent ☐ Good ☐ Fair ☐ Poor ☐ Unsatisfactory

12. CUSTOMER SATISFACTION: Uses sound judgement in addressing customer concerns providing best efforts for a win/win outcome.

☐ YES ☐ NO

**Thank you for your time in answering these questions. A member of our staff may call for confirmation.**

**STATEMENT OF WORK**

1. EXTENT OF WORK. Provide all necessary labor, supervision, materials, equipment and supplies to satisfactorily perform the janitorial services at the Fort Lewis Resident Office, North Fort Lewis, as described herein. The project office is located in Building 13C22, at the intersection of 41th Division Dr. and 32<sup>nd</sup> Division Drive. The office area consists of approximately 1900 square feet (not including two restrooms). The two restrooms are approximately 70 square feet each. Work may be performed during duty hours, unless noted otherwise.
2. SERVICES TO BE PERFORMED TWO TIMES PER WEEK (MONDAY AND THURSDAY).
  - a. Sweep non-carpeted areas (approximately 1,756 square feet). Vacuums carpeted areas (approximately 144 square feet). Office space consists of 1 large conference room, 5 small offices and a general work area. Each office has work desks, tables and chairs. The conference room has one large conference table and three smaller tables. The general work area has 2 tables, a drawing table and file cabinets.
  - b. Empty all trash (ten 5-gallon containers and one 50-gallon container) and maintain trashcans with can liners. Remove trash from building and disposal off site (no dumpsters are available on site). Clean and sanitize trashcans as needed.
  - c. Replenish all supplies in the restrooms as required.

3. SERVICES TO BE PERFORMED WEEKLY (MONDAY).

Sweep, mop and clean two restrooms. Clean restroom fixtures and floors with a disinfectant solution. Wash water closets, seats, and urinal with a disinfectant solution. One restroom has 1 toilet, 1 urinal, and 1 sink. The other restroom has 1 toilet, 1 shower, and 2 sinks. Clean shower as needed or as directed by the Point of Contact Laura Wilson, (253) 966-4412.

\*Mop all non-carpeted floors with a disinfectant solution.

4. SERVICES TO BE PERFORMED DURING THE 1<sup>ST</sup> WEEK OF MAY, AUGUST, NOVEMBER

Strip, wax and buff all floor floors (approximately 1,756 square feet). Stripping and waxing shall be accomplished after 1700 hours Monday through Friday or on the weekend so that the floors are dry at the start of the next business day.

5. POINT OF CONTACT.

Contractor may contact Theodore Lewis (253) 964-2428 to arrange for access to the offices. Contractor holding door keys must return keys to the Government upon expiration of the contract. Failure to return the keys upon the completion of contract may be reason for withholding final payment.

**NOTE: The contractor IS NOT responsible for cleaning any carpet or windows, no dusting or spot cleaning any surfaces, and no removal of any trash which is outside of the identified areas.**

**WAGE DETERMINATION NO: 94-2567 REV (20) AREA: WA,TACOMA**


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WAGE DETERMINATION NO: 94-2567 REV (20) AREA: WA,TACOMA  
 REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR  
 \*\*\*FOR OFFICIAL USE ONLY BY FEDERAL AGENCIES PARTICIPATING IN MOU WITH DOL\*\*\*  
 WASHINGTON D.C. 20210

William W.Gross	Division of	Wage Determination No.: 1994-2567
Director	Wage Determinations	Revision No.: 20
		Date Of Last Revision: 07/13/2001

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State: Washington

Area: Washington Counties of Lewis, Pierce, Thurston

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\*\*Fringe Benefits Required Follow the Occupational Listing\*\*

OCCUPATION TITLE	MINIMUM WAGE RATE
Administrative Support and Clerical Occupations	
Accounting Clerk I	10.28
Accounting Clerk II	11.54
Accounting Clerk III	13.39
Accounting Clerk IV	15.53
Court Reporter	13.85
Dispatcher, Motor Vehicle	13.36
Document Preparation Clerk	10.51
Duplicating Machine Operator	11.53
Film/Tape Librarian	12.67
General Clerk I	8.57
General Clerk II	9.59
General Clerk III	11.43
General Clerk IV	12.58
Housing Referral Assistant	15.92
Key Entry Operator I	10.27
Key Entry Operator II	11.90
Messenger (Courier)	10.13
Order Clerk I	10.63
Order Clerk II	11.60
Personnel Assistant (Employment) I	10.68
Personnel Assistant (Employment) II	12.00
Personnel Assistant (Employment) III	13.25
Personnel Assistant (Employment) IV	15.33
Production Control Clerk	14.34
Rental Clerk	11.48
Scheduler, Maintenance	12.79
Secretary I	12.79
Secretary II	13.79
Secretary III	15.95
Secretary IV	18.09
Secretary V	20.77
Service Order Dispatcher	14.57
Stenographer I	13.43
Stenographer II	15.26
Supply Technician	15.28
Survey Worker (Interviewer)	12.17
Switchboard Operator-Receptionist	10.39
Test Examiner	13.79
Test Proctor	13.79
Travel Clerk I	9.89
Travel Clerk II	10.77
Travel Clerk III	11.59
Word Processor I	11.63
Word Processor II	11.99

Word Processor III	13.42
Automatic Data Processing Occupations	
Computer Data Librarian	14.33
Computer Operator I	13.93
Computer Operator II	15.58
Computer Operator III	16.71
Computer Operator IV	18.84
Computer Operator V	20.93
Computer Programmer I (1)	15.08
Computer Programmer II (1)	18.33
Computer Programmer III (1)	25.81
Computer Programmer IV (1)	27.50
Computer Systems Analyst I (1)	23.32
Computer Systems Analyst II (1)	27.62
Computer Systems Analyst III (1)	27.62
Peripheral Equipment Operator	13.93
Automotive Service Occupations	
Automotive Body Repairer, Fiberglass	18.00
Automotive Glass Installer	16.91
Automotive Worker	16.91
Electrician, Automotive	18.00
Mobile Equipment Servicer	15.33
Motor Equipment Metal Mechanic	18.00
Motor Equipment Metal Worker	16.91
Motor Vehicle Mechanic	18.00
Motor Vehicle Mechanic Helper	15.33
Motor Vehicle Upholstery Worker	16.91
Motor Vehicle Wrecker	16.91
Painter, Automotive	17.45
Radiator Repair Specialist	16.91
Tire Repairer	14.81
Transmission Repair Specialist	18.00
Food Preparation and Service Occupations	
Baker	11.01
Cook I	10.12
Cook II	11.15
Dishwasher	8.83
Food Service Worker	8.83
Meat Cutter	14.51
Waiter/Waitress	9.27
Furniture Maintenance and Repair Occupations	
Electrostatic Spray Painter	17.45
Furniture Handler	15.33
Furniture Refinisher	17.45
Furniture Refinisher Helper	15.33
Furniture Repairer, Minor	16.37
Upholsterer	16.91
General Services and Support Occupations	
Cleaner, Vehicles	8.83
Elevator Operator	9.61
Gardener	11.69
House Keeping Aid I	8.33
House Keeping Aid II	9.61
Janitor	9.61
Laborer, Grounds Maintenance	10.86
Maid or Houseman	8.33
Pest Controller	13.79
Refuse Collector	11.67
Tractor Operator	13.10
Window Cleaner	10.09
Health Occupations	
Dental Assistant	13.23
Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	14.79
Licensed Practical Nurse I	11.78
Licensed Practical Nurse II	13.21
Licensed Practical Nurse III	14.79
Medical Assistant	12.24
Medical Laboratory Technician	13.04
Medical Record Clerk	13.06
Medical Record Technician	13.85

Nursing Assistant I	8.37
Nursing Assistant II	8.94
Nursing Assistant III	9.75
Nursing Assistant IV	11.52
Pharmacy Technician	12.52
Phlebotomist	13.21
Registered Nurse I	16.09
Registered Nurse II	19.68
Registered Nurse II, Specialist	19.68
Registered Nurse III	23.91
Registered Nurse III, Anesthetist	23.91
Registered Nurse IV	28.65
Information and Arts Occupations	
Audiovisual Librarian	18.00
Exhibits Specialist I	15.41
Exhibits Specialist II	19.04
Exhibits Specialist III	23.31
Illustrator I	15.41
Illustrator II	19.04
Illustrator III	23.31
Librarian	21.02
Library Technician	13.24
Photographer I	16.11
Photographer II	18.01
Photographer III	22.25
Photographer IV	27.23
Photographer V	33.06
Laundry, Dry Cleaning, Pressing and Related Occupations	
Assembler	7.38
Counter Attendant	7.38
Dry Cleaner	9.09
Finisher, Flatwork, Machine	7.38
Presser, Hand	7.38
Presser, Machine, Drycleaning	7.38
Presser, Machine, Shirts	7.38
Presser, Machine, Wearing Apparel, Laundry	7.38
Sewing Machine Operator	10.13
Tailor	10.79
Washer, Machine	8.01
Machine Tool Operation and Repair Occupations	
Machine-Tool Operator (Toolroom)	17.53
Tool and Die Maker	20.27
Material Handling and Packing Occupations	
Forklift Operator	17.65
Fuel Distribution System Operator	18.25
Material Coordinator	12.77
Material Expediter	12.77
Material Handling Laborer	13.49
Order Filler	12.87
Production Line Worker (Food Processing)	13.49
Shipping Packer	12.54
Shipping/Receiving Clerk	12.54
Stock Clerk (Shelf Stocker; Store Worker II)	14.42
Store Worker I	12.23
Tools and Parts Attendant	15.33
Warehouse Specialist	13.49
Mechanics and Maintenance and Repair Occupations	
Aircraft Mechanic	18.00
Aircraft Mechanic Helper	15.33
Aircraft Quality Control Inspector	18.57
Aircraft Servicer	16.37
Aircraft Worker	16.91
Appliance Mechanic	16.91
Bicycle Repairer	14.81
Cable Splicer	20.70
Carpenter, Maintenance	18.83
Carpet Layer	16.91
Electrician, Maintenance	21.22
Electronics Technician, Maintenance I	18.85
Electronics Technician, Maintenance II	21.44

Electronics Technician, Maintenance III	23.00
Fabric Worker	15.33
Fire Alarm System Mechanic	18.00
Fire Extinguisher Repairer	16.37
Fuel Distribution System Mechanic	18.00
General Maintenance Worker	14.54
Heating, Refrigeration and Air Conditioning Mechanic	18.00
Heavy Equipment Mechanic	19.80
Heavy Equipment Operator	22.53
Instrument Mechanic	22.28
Laborer	10.15
Locksmith	16.91
Machinery Maintenance Mechanic	20.07
Machinist, Maintenance	19.10
Maintenance Trades Helper	12.47
Millwright	18.36
Office Appliance Repairer	16.35
Painter, Aircraft	17.45
Painter, Maintenance	17.45
Pipefitter, Maintenance	20.48
Plumber, Maintenance	19.85
Pneudraulic Systems Mechanic	18.00
Rigger	17.45
Scale Mechanic	16.35
Sheet-Metal Worker, Maintenance	19.33
Small Engine Mechanic	16.35
Telecommunication Mechanic I	18.00
Telecommunication Mechanic II	20.41
Telephone Lineman	18.00
Welder, Combination, Maintenance	18.00
Well Driller	18.00
Woodcraft Worker	17.45
Woodworker	16.91
Miscellaneous Occupations	
Animal Caretaker	9.69
Carnival Equipment Operator	11.56
Carnival Equipment Repairer	11.98
Carnival Worker	8.83
Cashier	9.21
Desk Clerk	10.80
Embalmer	22.36
Lifeguard	9.62
Mortician	22.36
Park Attendant (Aide)	12.08
Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	11.06
Recreation Specialist	12.55
Recycling Worker	13.21
Sales Clerk	11.11
School Crossing Guard (Crosswalk Attendant)	11.68
Sport Official	9.62
Survey Party Chief (Chief of Party)	25.90
Surveying Aide	14.35
Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	19.66
Swimming Pool Operator	9.66
Vending Machine Attendant	9.92
Vending Machine Repairer	12.66
Vending Machine Repairer Helper	10.83
Personal Needs Occupations	
Child Care Attendant	9.39
Child Care Center Clerk	12.19
Chore Aid	8.33
Homemaker	13.55
Plant and System Operation Occupations	
Boiler Tender	18.51
Sewage Plant Operator	20.19
Stationary Engineer	19.23
Ventilation Equipment Tender	15.33
Water Treatment Plant Operator	20.19
Protective Service Occupations	
Alarm Monitor	13.03

Corrections Officer	18.00
Court Security Officer	22.90
Detention Officer	22.90
Firefighter	22.32
Guard I	7.03
Guard II	10.28
Police Officer	23.48
Stevedoring/Longshoremen Occupations	
Blocker and Bracer	17.25
Hatch Tender	17.25
Line Handler	17.25
Stevedore I	16.68
Stevedore II	17.83
Technical Occupations	
Air Traffic Control Specialist, Center (2)	27.69
Air Traffic Control Specialist, Station (2)	19.10
Air Traffic Control Specialist, Terminal (2)	21.03
Archeological Technician I	17.72
Archeological Technician II	19.81
Archeological Technician III	24.54
Cartographic Technician	24.74
Civil Engineering Technician	21.28
Computer Based Training (CBT) Specialist/ Instructor	22.25
Drafter I	14.67
Drafter II	16.47
Drafter III	18.59
Drafter IV	23.03
Engineering Technician I	15.93
Engineering Technician II	17.87
Engineering Technician III	20.17
Engineering Technician IV	24.99
Engineering Technician V	30.56
Engineering Technician VI	36.96
Environmental Technician	18.92
Flight Simulator/Instructor (Pilot)	22.97
Graphic Artist	19.35
Instructor	20.01
Laboratory Technician	13.94
Mathematical Technician	16.45
Paralegal/Legal Assistant I	14.95
Paralegal/Legal Assistant II	16.80
Paralegal/Legal Assistant III	18.64
Paralegal/Legal Assistant IV	20.13
Photooptics Technician	17.78
Technical Writer	17.95
Unexploded (UXO) Safety Escort	17.60
Unexploded (UXO) Sweep Personnel	17.60
Unexploded Ordnance (UXO) Technician I	17.60
Unexploded Ordnance (UXO) Technician II	21.29
Unexploded Ordnance (UXO) Technician III	25.52
Weather Observer, Combined Upper Air and Surface Programs (3)	17.42
Weather Observer, Senior (3)	19.37
Weather Observer, Upper Air (3)	17.42
Transportation/ Mobile Equipment Operation Occupations	
Bus Driver	15.30
Parking and Lot Attendant	8.95
Shuttle Bus Driver	10.97
Taxi Driver	10.57
Truckdriver, Heavy Truck	16.57
Truckdriver, Light Truck	10.97
Truckdriver, Medium Truck	16.30
Truckdriver, Tractor-Trailer	16.92

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.02 an hour or \$80.80 a week or \$350.13 a month.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3



weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

- 1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)
- 2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.
- 3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

#### \*\* UNIFORM ALLOWANCE \*\*

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no

requirement that employees be reimbursed for uniform maintenance costs.

**\*\* NOTES APPLYING TO THIS WAGE DETERMINATION \*\***

**Source of Occupational Title and Descriptions:**

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

**Conformance Process:**

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

&&&&&&&&

## 52.212-2 EVALUATION--COMMERCIAL ITEMS (JAN 1999)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

**(i) technical capability of the item offered to meet the Government requirement; (ii) price; (iii) past performance (see FAR 15.304); (iv) small disadvantaged business participation; and include them in the relative order of importance of the evaluation factors, such as in descending order of importance.)**

Technical and past performance, when combined, are in accordance with FAR 15.304, the relative importance of all other evaluation factors, when combined, when compared to price.)

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of clause)

## 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (FEB 2002)

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process of penalties.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service--disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

\_\_\_ TIN:-----

\_\_\_ TIN has been applied for.

\_\_\_ TIN is not required because:

\_\_\_ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

\_\_\_ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

\_\_\_ Sole proprietorship;

- ☐ Partnership;  
☐ Corporate entity (not tax-exempt);  
☐ Corporate entity (tax-exempt);  
☐ Government entity (Federal, State, or local);  
☐ Foreign government;  
☐ International organization per 26 CFR 1.6049-4;  
☐ Other-----

(5) Common parent.

☐ Offeror is not owned or controlled by a common parent;

☐ Name and TIN of common parent:

Name-----

TIN-----

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it ( ) is, ( ) is not a small business concern.

(2) Veteran-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, for general statistical purposes, that it ( ) is, ( ) is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it ( ) is, ( ) is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it ( ) is, a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

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(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).) The offeror represents as part of its offer that it \* is, \* is not an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).) Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Average Annual

Number of Employees Gross Revenues

\_\_\_ 50 or fewer \_\_\_ \$1 million or less

\_\_\_ 51 - 100 \_\_\_ \$1,000,001 - \$2 million

\_\_\_ 101 - 250 \_\_\_ \$2,000,001 - \$3.5 million

\_\_\_ 251 - 500 \_\_\_ \$3,500,001 - \$5 million

\_\_\_ 501 - 750 \_\_\_ \$5,000,001 - \$10 million

\_\_\_ 751 - 1,000 \_\_\_ \$10,000,001 - \$17 million

\_\_\_ Over 1,000 \_\_\_ Over \$17 million

(9) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.)

(i) General. The offeror represents that either--

(A) It ( ) is, ( ) is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It ( ) has, ( ) has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. (The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: \_\_\_\_\_.)

(d) Certifications and representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that--

(i) It ( ) has, ( ) has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the and

(ii) It ( ) has, ( ) has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It ( ) has developed and has on file, ( ) has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It ( ) has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act--Balance of Payments Program Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act--Balance of Payments Program--Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product as defined in the clause of this solicitation entitled ``Buy American Act--Balance of Payments Program--Supplies" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

(2) Foreign End Products:

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product as defined in the clause of this solicitation entitled ``Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States.

(ii) The offeror certifies that the following supplies are NAFTA country end products or Israeli end products as defined in the clause of this solicitation entitled ``Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program":

#### NAFTA Country or Israeli End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled ``Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

#### Other Foreign End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American Act--North American Free Trade Agreements--Israeli Trade Act--Balance of Payments Program Certificate, Alternate I (Feb 2000). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled ``Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program":

#### Canadian End Products

Line Item No.:-----

(List as necessary)

(3) Buy American Act--North American Free Trade Agreements--Israeli Trade Act--Balance of Payments Program Certificate, Alternate II (Feb 2000). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:



(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled ``Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program":

Canadian or Israeli End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or NAFTA country end product, as defined in the clause of this solicitation entitled ``Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products.

Other End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) ( ) Are, ( ) are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) ( ) Have, ( ) have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(3) ( ) Are, ( ) are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are

included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed end products.

Listed End Product

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Listed Countries of Origin

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(2) Certification. (If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.)

( ) (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

( ) (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(End of provision)

#### 52.212-4 CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS (FEB 2002)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement or any excusable delay, setting for the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice. (1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment

Act (31 U.S.C. 3903) and OMB prompt payment regulations at 5 CFR part 1315. If the Government makes payment by Electronic Funds Transfer (EFT), see 52.212-5(b) for the appropriate EFT clause. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause; (3) the clause

at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(End of clause)

**52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (DEC 2001)**

(a) The Contractor shall comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:

(1) 52.222-3, Convict Labor (E.O. 11755).

(2) 52.233-3, Protest after Award (31 U.S.C. 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components:

(Contracting Officer shall check as appropriate.)

☐ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).

☐ (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999).

☐ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer).

☐ (4) (i) 52.219-5, Very Small Business Set-Aside (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

☐ (ii) Alternate I to 52.219-5.

☐ (iii) Alternate II to 52.219-5.

☐ (5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637 (d)(2) and (3)).

☒ (6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637 (d)(4)).

☐ (7) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).

☐ (8)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Concerns (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

☐ (ii) Alternate I of 52.219-23.

☐ (9) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

☐ (10) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

☐ (11) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

☒ (12) 52.222-26, Equal Opportunity (E.O. 11246).

☒ (13) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans (38 U.S.C. 4212).

☒ (14) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).

☐ (15) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans (38 U.S.C. 4212).

☐ (16) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (E.O. 13126).

☐ (17)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (42 U.S.C. 6962(c)(3)(A)(ii)).

☐ (ii) Alternate I of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

☐ (18) 52.225-1, Buy American Act--Balance of Payments Program--Supplies (41 U.S.C. 10a-10d).

☐ (19)(i) 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).

☐ (ii) Alternate I of 52.225-3.

☐ (iii) Alternate II of 52.225-3.

☐ (20) 52.225-5, Trade Agreements (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

☐ (21) 52.225-13, Restriction on Certain Foreign Purchases (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).

☐ (22) 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).

☐ (23) 52.225-16, Sanctioned European Union Country Services (E.O.12849).

☒ (24) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (31 U.S.C. 3332).

☐ (25) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (31 U.S.C. 3332).

☐ (26) 52.232-36, Payment by Third Party (31 U.S.C. 3332).

☐ (27) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).

☐ (28) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

(Contracting Officer check as appropriate.)

\_\_\_\_ (1) 52.222-41, Service Contract Act of 1965, As amended (41 U.S.C. 351, et. seq.).

\_\_\_\_ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et. seq.).

\_\_\_\_ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C.206 and 41 U.S.C. 351, et seq.).

\_\_\_\_ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act - Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_\_ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components--

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans (38 U.S.C. 4212);

(3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793);

(4) 52.247-64, Preference for Privately-Owned U.S.- Flag Commercial Vessels (46 U.S.C. 1241)(flow down not required for subcontracts awarded beginning May 1, 1996)., and

(5) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.).

(End of clause)

## 52.217-4 EVALUATION OF OPTIONS EXERCISED AT TIME OF CONTRACT AWARD (JUN 1988)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate the total price for the basic requirement together with any option(s) exercised at the time of award.

(End of provision)

## 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.

(End of clause)

## 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 45 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60  
(End of clause)

**Time Period to Exercise Options**

(a) The Government may increase the quantity of work awarded by **exercising one or more of the optional items/the optional item**, at any time or not at all, but not later than **\_30\_** calendar days after the Notice To Proceed on work items added by exercise of the options will be given upon execution of consent of surety.

(b) The parties hereto further agree that any option herein shall be considered to have been exercised at the time the Government deposits written notification to the Contractor in the mails.

(c) The time allowed for completion of any optional items awarded under this contract will be **the same as that for the base items, and will be measured from the date of receipt of the notice to Proceed for the base items/from the date of the Notice to Proceed for the optional items**.

## 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>